

# ACKNOWLEDGMENT, AGREEMENT AND RELEASE

## LOS ANGELES ONE HAPPY CAMPER PROGRAM 2013

Congratulations on being selected to receive an incentive grant ("Grant") to help pay the cost of attending a Jewish summer camp. The Grant is provided by the Jewish Federation of Greater Los Angeles, a nonprofit California corporation ("Federation") and the Foundation for Jewish Camping (the "Foundation"). The Grant will be made directly to the Jewish summer camp ("Summer Camp"), which you select from a list of participating summer camps to help defray the cost to attend the Summer Camp. The Federation and the Foundation are collectively referred to as the "Funders."

In consideration of receiving the Grant, the undersigned, acknowledges and agrees to the following:

1. **The undersigned hereby acknowledges that:** neither of the Funders are the operators of the Summer Camp and do not endorse or recommend any Summer Camp. The role of the Funders is limited strictly to providing the Grant directly to the Summer Camp. The Participant shall be solely responsible for the selection of the Summer Camp and assumes all risk associated with attendance at the Summer Camp.

2. **The undersigned hereby further acknowledges that:** (i) the Summer Camp may provide activities that could adversely affect the health of the Participant and include risk of injury or death to the Participant; (ii) the undersigned shall be solely responsible for evaluating and assuming the risk of Participant's participation in such activities; and (iii) **the Funders do not carry or maintain any insurance coverage for the benefit of the Participant, and expressly disclaims any responsibility or obligation to do so. The undersigned expressly and freely assumes any and all risks of death, bodily injury, or property damage sustained while participating or otherwise arising in connection with attending summer camp.**

3. **The undersigned hereby further acknowledges that:** he/she and his/her respective heirs, successors and assigns, **hereby and forever release and discharge** the Funders and their members, directors, trustees, officers, employees, contractors, agents, affiliates, agencies, and successors and assigns (collectively "Releases"), from, and **covenants not to sue, or commence arbitration or other proceedings against, any of the Releasees** with respect to, any and all claims, actions, causes of action and demands of every kind and nature in law, equity, or otherwise, known or unknown, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, arising out of or in any way related to Participant's participation in and attendance with the Summer Camp **even if such damages, losses, liabilities, costs and expenses arise in part or in whole out of the negligence or carelessness of Releasees. The Funders shall not have responsibility or liability whatsoever for any action or omission of Summer Camp or any of Summer Camp's employees or agents.**

4. **The undersigned hereby represents and warrants that:** (i) that this agreement is executed without reliance upon any statement, promise, inducement or representation by any of the Releasees; and (ii) that this agreement is, or may be deemed to have been, entered into in the State of California.

5. **You hereby expressly waive** the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

6. If one or more provisions of this agreement are held to be unenforceable under applicable law, such provision shall be excluded from this agreement and the balance of this agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

7. This agreement will be governed by and construed according to the laws of the State of California; as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

8. In the event of any matter involving this agreement, the person(s) not prevailing shall pay the attorneys' fees and costs of the person(s) prevailing in any such matter.

9. I understand that this agreement may not be modified or changed in any way, except in writing signed by the Funders and me.

Dated: June \_\_\_\_, 2012

Printed Name of Participant: \_\_\_\_\_

Name of Summer Camp Participant has selected: \_\_\_\_\_

**PARENTAL OR GUARDIAN WAIVER AND PERMISSION AGREEMENT:**

The undersigned hereby represents that any acknowledgments or agreements in the Acknowledgment, Agreement and Release are made by the Participant's parent(s) or guardian(s) on behalf of the Participant.

The undersigned certifies that he/she is the parent(s) with legal custody of participant and/or legal guardian(s) of the person designated as Participant above, that Participant is under the age of eighteen (18) years of age, and that the undersigned is of legal age, legally competent and authorized to execute and deliver this Acknowledgment, Agreement and Release without the necessity of obtaining any other person or entity's consent or approval, including but not limited to another parent.

The undersigned, both for him/herself and for Participant, and his/her and Participant's respective heirs, successors and assigns, hereby acknowledges that he/she has read all of the provisions of the Acknowledgment, Agreement and Release, understands and agrees to the contents, and is freely and voluntarily signing this Acknowledgment, Agreement and Release.

_____ Signature of parent or guardian	_____ Signature of parent or guardian
_____ Email of parent or guardian	_____ Email of parent or guardian
_____ Phone number of parent or guardian	_____ Phone number of parent or guardian
_____ Relationship to Participant	_____ Relationship to Participant